116-12 p. 29
reg.

1979 10/30 $46.50- CHECK

INSTALLMENT DEED BOOK 5521 PAGE 692

For and in Consideration of the sum of SEVENTY THOUSAND AND NO/100 (70,000.00) ..... Dollars, of which SIXTEEN THOUSAND AND NO/100 (16,000.00) ..... Dollars, has been paid in cash by DEADERICK H. McCRACKEN and MARK L. KISER the receipt of which is hereby acknowledged, and for the remainder FIFTY-FOUR THOUSAND AND NO/100 (54,000.00) ..... Dollars, the said DEADERICK H. McCRACKEN and MARK L. KISER have executed their joint and several promissory note dated October 29, 1979, payable in 60 installments of which 59 are in the amount of $490.68 each and the 60th and last installment is in the amount of $51,340.58; each installment includes interest on the unpaid balance at the rate of 10% per year. The first installment is due and payable on December 1, 1979, and one installment is due on the first day of each month thereafter until the 60th and last installment which is due and payable on December 1, 1984.

all of said notes bearing ten per cent interest ~~xxxxxx~~, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, MONTEREY H. WILLIAMS, a widow has ~~xxxx~~ this day bargained and sold, and does ~~xx~~ hereby transfer and convey unto the said DEADERICK H. McCRACKEN, and MARK L. KISER, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 1 of Block "E" on the Map of Woodmont Lane Homesites, as of record in Book 1130, page 13, Register's Office for said County, described as follows:

BEGINNING on the easterly margin of Auburn Lane at the common corner of Lots Nos. 1 and 22; thence with the line between said Lots Nos. 1 and 22, eastwardly 142.7 feet to the common corner of Lots Nos. 1, 2, and 22; thence with the line between Lots Nos. 1 and 2, northwardly 151 feet to the southwesterly margin of Woodmont Lane; thence with Woodmont Lane, northwestwardly 21.5 feet; thence continuing in the same direction 104.2 feet to the beginning of a curve; thence around said curve in a southwesterly direction 34 feet; thence continuing in the same direction 24.7 feet to the easterly margin of Auburn Lane; thence with the easterly margin of said Lane, southwardly 100.7 feet to the point of beginning.

BEING the same property conveyed to Grainger Williams, by deed from Frances P. Melden, unmarried, of record in Book 3310, page 223, Register's Office for Davidson County, Tennessee. The said Grainger Williams having since died, and devised said property to Monterey H. Williams, as devisee under his will of record in Will Book 113, page 278, Probate Clerk's Office for Davidson County, Tennessee.

The Plan of record in Book 1130, page 13, said Register's Office, shows an Owner's Certificate, a 30 foot minimum building setback line from Auburn Lane and a 35 foot minimum building setback line from Woodmont Lane, and a 10 foot easement for public utility purposes along the southeasterly side line of said lot.

~~xxxxxxxx~~ ( ) This is improved ( ) property, known as 3701 Woodmont Lane (House Number) (Street) Nashville, TN 37215 P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said DEADERICK H. McCRACKEN, MARK L. KISER and their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said DEADERICK H. McCRACKEN, MARK L. KISER and their heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said DEADERICK H. McCRACKEN and MARK L. KISER

do hereby transfer and convey unto Seymour Samuels, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said DEADERICK H. McCRACKEN and MARK L. KISER do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 54,000.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said DEADERICK H. McCRACKEN and MARK L. KISER shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; or if we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to DEADERICK H. McCRACKEN and MARK L. KISER representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Seymour Samuels, Jr., Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said MONTEREY H. WILLIAMS and DEADERICK H. McCRACKEN and MARK L. KISER hereunto set our hands at Nashville, Tennessee, this the 29th day of October 1979

Monterey H. Williams
Deaderick H. McCracken
Mark L. Kiser

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Karen A. Searles, a Notary Public in and for said County and State, the within named MONTEREY H. WILLIAMS

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 29th day of October, 1979

Commission Expires Jan. 31, 1981

Karen A. Searles, Notary Public

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, Karen A. Searles, a Notary Public in and for said County and State, the within named DEADERICK H. McCRACKEN and MARK L. KISER

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 29th day of October, 1979

Commission Expires Jan. 31, 1981

Karen A. Searles, Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5521 PAGE 695

Before me, Karen A. Lawler, a Notary Public of the State and County aforesaid, personally appeared Stefanie with whom I personally acquainted, and who, upon oath, acknowledged self to be of the the within named bargainor, a corporation, and that he as such being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

Witness my hand and seal, at office in , this day of , 19 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 60350

IDENTIF. REFERENCE

OCT 30 10 10 AM '79

FELIX Z. WILSON TR. REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Deaderick H. McCracken Mark L. Kiser (NAME)	SAME (NAME)	
3701 Woodmont Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Norman Arnold Jr.
501 Union Street
Nashville, Tenn.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 70,000.00 / Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF October, 1979.

Notary Public

MY COMMISSION EXPIRES: Jan. 30, 1981

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5521 PAGE 696

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

70000.00- CO
54000.00- MO
182.00 CO TX
52.00 MO TX
.50 PRFEE
12.00 WDEED
CHECK 246.50-
1988A10/30/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.60350

IDENTIF. REFERENCE T

OCT 30 10 10 AM '79

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 721981